

JS-6

Gail E. Cohen (093210), gcohen@bargerwolen.com  
Karen D.M. Denvir (240120), kdenvir@bargerwolen.com  
BARGER & WOLEN LLP  
633 West Fifth Street, 47th Floor  
Los Angeles, California 90071  
Telephone: (213) 680-2800  
Facsimile: (213) 614-7399

Attorneys for Plaintiff-in-Interpleader  
Primerica Life Insurance Company

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

PRIMERICA LIFE INSURANCE  
COMPANY,

Plaintiff-in-Interpleader,

vs.

ENGRACIA RODRIGUEZ an  
individual, LORENA ELIAS, an  
individual, and DOES 1 through 20,  
inclusive,

Defendants-in-Interpleader.

AND RELATED CROSS ACTION(S).

CASE NO.: LACV11-7074 CAS (PLAx)

Hon. Christina A. Snyder

**ORDER GRANTING  
STIPULATION OF THE PARTIES  
FOR:**

- 1. DISCHARGE AND DISMISSAL  
OF PRIMERICA WITH  
PREJUDICE;**
- 2. DISMISSAL OF RODRIGUEZ  
AND ELIAS WITH PREJUDICE;**
- 3. DISTRIBUTION OF  
INTERPLEADED FUNDS; AND**
- 4. PERMANENT INJUNCTION**

[Filed Concurrently with Stipulation of  
the Parties]

Complaint Filed: August 26, 2011

cc: Fiscal

1 Having considered the Stipulation of Plaintiff-in-Interpleader and Cross-Defendant  
2 Primerica Life Insurance Company (“Primerica”) and Defendants-in-Interpleader,  
3 Cross-Complainants and Cross-Defendants Engracia Rodriguez (“Rodriguez”) and  
4 Lorena Elias (“Elias”), the Court ORDERS as follows:

5  
6 1. That Primerica and its agents are discharged of all liability with  
7 respect to life insurance policy number 0488560440 (the “Policy”) issued by  
8 Primerica to Juvenal Rodriguez (the “Deceased”), out of which the above-  
9 referenced interpleader action arises;

10  
11 2. That Rodriguez and Elias, their agents, attorneys and assigns, are  
12 enjoined perpetually, restraining each of them, their agents, attorneys and  
13 assigns, from instituting any suit at law or equity, or action of any kind  
14 whatsoever against Primerica and its agents, attorneys and assigns, with respect  
15 to the Policy and/or the proceeds of the Policy;

16  
17 3. That Primerica, Rodriguez and Elias are each dismissed from this  
18 action with prejudice as to all claims arising out of or in any way relating to the  
19 Policy benefits and the Policy issued to the Deceased insuring the life of the  
20 Deceased.

21  
22 4. That pursuant to the Settlement Agreement entered into by  
23 Primerica, Rodriguez and Elias, the Policy proceeds currently on deposit with  
24 the Court in the amount of \$431,132.88, including any and all accrued interest,  
25 will be distributed between Rodriguez and Elias as follows:

- 26  
27 • Rodriguez will receive **\$130,000.00**, which is 30.153% of the remaining  
28 Policy proceeds on deposit with this Court; and

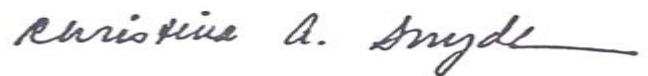
- Elias will receive **\$301,132.88**, which is 69.847% of the remaining Policy proceeds on deposit with this Court, plus all accrued interest on the total proceeds (\$431,132.88) on deposit with the Court; and

5. That the payment from the Policy proceeds should be made payable and sent as follows:

- Engracia Rodriguez: A check in the amount of \$130,000.00 should be made payable to "California Lawyers Group Inc., Client Trust Account" and sent c/o; David J. Castenholz, Esq., California Lawyers Group, Inc., 440 East La Habra Boulevard, La Habra, California 90631; and
- Lorena Elias: A check in the amount of \$301,132.88 plus any and all accrued interest on the total amount (\$431,132.88) deposited should be made payable to "The Law Offices of Paul D. Harshaw, Trust Account" and sent c/o Paul D. Harshaw, Esq., Law Offices of Paul D. Harshaw, 7100 Hayvenhurst Avenue, Penthouse A1, Van Nuys, California 91406.

**IT IS SO ORDERED.**

Dated: August 10, 2012



Hon. Christina A. Snyder  
United States District Court Judge